

**STATE OF SOUTH CAROLINA
COUNTY OF JASPER**

ORDINANCE 2020-19

**AN ORDINANCE
OF JASPER COUNTY COUNCIL**

TO AUTHORIZE JASPER COUNTY TO ENTER INTO A FACILITIES USE LEASE AGREEMENT WITH THE BEAUFORT - JASPER ECONOMIC OPPORTUNITY COMMISSION FOR THE USE OF A PORTION OF THE ROBERTVILLE AND COOSAWHATCHIE COMMUNITY CENTERS

WHEREAS, Jasper County is the owner of real property generally known as the Robertville and Coosawhatchie Community Centers (Centers); and

WHEREAS, the Beaufort Jasper Economic Opportunity Commission (BJEOC) has for many years operated its Head Start program for children at these Centers: and

WHEREAS, the facilities use agreement has expired, and BJEOC seeks to obtain a long term lease on the portions of the Centers it has been using to continue the educational services, and by having a long term lease, the BJEOC will be eligible to seek and obtain funds through grants to improve the Centers and its appurtenances, including playgrounds;

WHEREAS, Jasper County Council believes that it would be a benefit for the citizens of Jasper County to enter into the Facilities Use Lease Agreement, which will provide traditional government purpose activities, and specifically furthering the educational opportunities of its citizens;

NOW THEREFORE BE IT ORDAINED by the Jasper County Council in council duly assembled and by the authority of the same:

1. Jasper County Council approves the Facilities Use Lease Agreement regarding the Coosawhatchie and Robertville Community Centers as described above and in the Facilities Use Lease Agreement to the Beaufort-Jasper Economic Opportunity Commission on terms substantially consistent with those include in the attached Exhibit "A;" and upon approval of the Facilities Use Lease Agreement, and other related documents by the County Attorney, the County Council Chairman shall be and is hereby authorized to execute, and the Clerk to Council is hereby authorized to attest and deliver such Facilities Use Lease Agreement, and other related documents as may be necessary or desirable and in so doing, to bind Jasper County.

2. This ordinance shall take effect upon approval by Council.

Henry Etheridge
Chairman

ATTEST:

Wanda Simmons
Clerk to Council

First Reading: August 17, 2020

Second Reading: September 8, 2020

Public Hearings: September 8, 2020

Adopted: September 21, 2020

It is required that the following Exhibit be attached before the second reading:

FACILITIES USE AGREEMENT

Reviewed for form and draftsmanship by the Jasper County Attorney.

David L. Tedder

Date

EXHIBIT “A”

FACILITIES USE AGREEMENT

BETWEEN

JASPER COUNTY

AND

THE BEAUFORT-JASPER ECONOMIC OPPORTUNITY COMMISSION

**FACILITIES USE LEASE AGREEMENT
FOR USE OF JASPER COUNTY BUILDINGS AND/OR GROUNDS**

It is understood when entering this agreement that Jasper County is a political subdivision of the State of South Carolina. It is further understood that the User will not conduct or allow to be conducted any program, or take or allow to be taken any action, that may violate Federal, State or County constitutions, laws or policies regarding use of public property.

THIS FACILITIES USE AGREEMENT, made this _____ day of _____, 2020 between Jasper County, South Carolina (hereinafter "the County"), and the Beaufort-Jasper ECONOMIC OPPORTUNITY COMMISSION, a Federal Economic Opportunity Commission branch, hereinafter referred to as "BJEOC", hereinafter referred to as "the User".

WHEREAS, the User desires to use that portion of the facilities as defined in Section 3 of this agreement located at the Coosawhatchie Community Center at 200 Step School Rd, SC 29936 and the Robertville Community Center at 9731 Cotton Hill Rd, SC 29934 for the sole benefit and enjoyment of the User upon the terms and conditions herein; and

WHEREAS, the County desires to make the above-mentioned premises available to the User, a non-commercial or not-for-profit entity involved in early childhood and adult learning activities involving children and adults of Jasper County, its teachers and support personnel, upon the terms and conditions herein;

NOW THEREFORE, in consideration of the covenants and agreements herein contained, it is mutually agreed that the above-mentioned premises shall be used and maintained by the User subject to the following terms and conditions:

1. The undersigned will use the premises for the purpose of promoting school readiness in children ages birth to five (5) years, adult education / literacy classes, parenting classes, trade skills learning and for no other purpose.

2. The term of this agreement shall be for fifteen (15) years (term), commencing on _____, and ending on _____. The defined premises will be used on the following days: Monday through Fridays, excepting recognized federal or state holidays.

3. The specific area or areas to be utilized are as follows:

So much of Coosawhatchie and Robertville Buildings that is necessary, reasonable and prudent for the temporary installation of classroom equipment, furniture and provision of adequate office space and meeting rooms necessary to conduct educational training and staff operations at the two centers mentioned above, including the non-exclusive use of cafeteria, restrooms and parking areas in or appurtenant to the Building. The BJHS will also be allowed to use approved areas of the property for use of playground, ballfields, walking trails, picnic areas etc. (collectively, the "Premises") during its daily operational hours, such areas will be approved by Jasper County's Director of Parks and Recreation Department. Note that the multi-purpose room, adjacent hallways and restrooms in the building as well as outside amenities will remain open to the public at all times with exception of any fenced in play areas created by the BJEOC that must remain closed to the public during operational hours for security reasons.

4. The fee for the use of the areas defined in Article 3 above will be \$00.00.

5. The User agrees that while the Premises are used by them, they will be responsible for any damage to the Premises, its furniture, fixtures or other accoutrement caused by the BJEOC, or its agents, guests, or invitees, and shall be responsible for repairs and maintenance for the areas leased, with exception of major structural issues caused by normal wear and tear in excess of \$1,500. Tenant shall maintain heating and air conditioning equipment by performing periodic inspections and servicing thereof and shall repair or replace the components of the equipment when necessitated by ordinary wear and tear. Notwithstanding any other provision of this paragraph, the parties agree that the Tenant shall not be responsible for replacement or repair of a catastrophic failure of a major system of the demised premises, e.g., roof or HVAC system. The User further agrees that they shall clean and remove trash from the premises and areas used by the BJEOC and maintain said premises in a cleanly manner during and after its daily occupancy.

6. User shall comply with all laws, rules, regulations and requirements of all governmental bodies whether Federal, State, County or Municipal. User shall be responsible for all code enforcement or other violations caused by User.

7. User further agrees to indemnify the County from and against any and all claims, demands, actions, suits or causes of action, including counsel fees and other costs defending against the same for loss, damage, or personal injury (including death) arising from the use of the Premises by the User, its members, guests, or invitees; the County is not responsible for the security of User's records, equipment, or any supplies unless compromised as a result of the County's gross negligence or willful neglect.

8. At all times during the Lease term, Lessee shall maintain, at its sole cost, comprehensive public liability and comprehensive property damage and other appropriate insurance required of the Economic Opportunity Commission. Such insurance, at a minimum, must insure against claims and liability for personal injury, death, and property damage arising from the use, occupancy, disuse or condition of the leased premises. The insurance shall be carried by a company or companies authorized to transact business in the State of South Carolina.

9. Either party may cancel this agreement with 30 days' notice without liability for any damages that might be sustained for such cancellation. It is further agreed this Agreement may be cancelled without penalty as to each building in the event the building ages and/or deteriorates to the point it is no longer safe or suitable for the intended occupancy and use, and it is not economically feasible to rebuild, renovate or repair the building to safe habitability standards.

10. User agrees not to use or allow the use of tobacco, alcohol, firearms or illegal drugs in or on Jasper County property. Smoking is prohibited in all physical structures and shall otherwise be restricted to designated areas.

11. The User agrees to provide supervision, to the extent to ensure that all of its activities are carried on in a safe and orderly manner, for all areas defined as a part of this agreement.

12. This Agreement may not be modified except in a writing, signed by both parties hereto.

13. This Agreement will be construed in accordance with South Carolina law, and jurisdiction and venue shall be in Jasper County, South Carolina.

IN WITNESS WHEREOF, the parties hereto having executed this agreement, the day and year first written above.

WITNESS:

JASPER COUNTY, SOUTH CAROLINA

By: _____
Andrew P. Fulghum, County Administrator

THE BEAUFORT-JASPER ECONOMIC
OPPORTUNITY COMMISSION

WITNESS:

By: _____
Its: _____